

This instrument was prepared by:

Name:

Address:

(Space reserved for Clerk)

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**COVENANT RUNNING WITH THE LAND  
IN LIEU OF UNITY OF TITLE  
(Commercial)**

*KNOW ALL BY THESE PRESENTS* that the undersigned Owner hereby makes, declares and imposes on the land herein described, these easements and covenants running with the title to the land, which shall be binding on the Owner, all heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them;

*WHEREAS*, Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto and made a part hereof, hereinafter called the "Property," which is supported by the attorney's opinion attached as Exhibit "B,"

*WHEREAS*, Owner intends to develop said property for:

- ☐ Business Use
- ☐ Office Use
- ☐ Industrial Use

*WHEREAS*, Owner intends to develop the buildings on the Property in a condominium format of ownership and/or in two or more phases, and

*WHEREAS*, Owner intends to develop the buildings on the Property for sale to multiple owners or in a condominium or association format of ownership and/or in two or more phases, and

*WHEREAS*, Owner may wish to convey portions of the property from time to time, and may wish to offer units as condominiums, this instrument is executed in order to assure that the phased development of the property with future multiple ownership, will not violate the Zoning Code of Miami-Dade County.

*NOW THEREFORE*, in consideration of the premises, Owner hereby agrees as follows:

1. The Property will be developed in substantial conformity with the site plan entitled, \_\_\_\_\_, prepared by \_\_\_\_\_, dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

No modification shall be effected in said site plan without the written consent of the then owner(s) of the Property, and the Director of the Department of Planning and Zoning; provided the Director finds that the modification conforms with the standards established in Section 33-257 of the Code of Miami-Dade County, and provided further, that should the Director withhold such approval, the then owner(s) of the Property shall be permitted to seek such modification by application to modify the plan or covenant at public hearing before the Community Zoning Appeals Board or Board of County Commissioners of Miami-Dade County, Florida, whichever by law has jurisdiction over such matter.

2. If the Property is developed in phases, each phase will be developed in substantial accordance with the site plan.
3. In the event of multiple ownership subsequent to said site plan approval, each of the subsequent owners, mortgagees and other parties in interest shall be bound by the terms, provisions and conditions of this instrument. Owner further agrees that it will not convey portions of the Property to such other parties unless and until the Owner and such other party or parties shall have executed and mutually delivered in recordable form, an instrument to be known as an "Easement and Operating Agreement" which shall contain, among other things:
  - (i) easements in the common area of each parcel for ingress to and egress from other parcels;
  - (ii) easements in the common area of each parcel for the passage and parking of vehicles;
  - (iii) easements in the common area of each parcel for the passage and accommodation of pedestrians;
  - (iv) easements for access roads across the common area of each parcel to public and private roadways;
  - (v) easements for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;
  - (vi) easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;

- (vii) easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;
- (viii) easements on each parcel for attachment of buildings;
- (ix) easements on each such parcel for building overhangs, other overhangs and projections encroaching upon such parcel from adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;
- (x) appropriate reservation of rights to grant easements to utility companies;
- (xi) appropriate reservation of rights to dedicate road rights-of-way and curb cuts;
- (xii) easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and
- (xiii) appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and the like.

The easement provisions or portions thereof, may be waived by the Director of the Department of Planning and Zoning, if they are not applicable to the subject application. When executed, the Easement and Operating Agreement shall not be amended without the prior written approval of the Office of the County Attorney of Miami-Dade County. Such Easement and operating Agreement may contain such other provisions with respect to the operation, maintenance and development of the Property as to which the parties thereto may agree, all to the end that although the property may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the approved site plan.

4. The provisions of this instrument shall become effective upon their recordation in the public records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the then owners of the Property and the Director of the Department of Planning and Zoning, acting for and on behalf of Miami-Dade County, Florida, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the property for the purposes herein intended.

5. The provisions of this instrument may be amended, modified or released by a written instrument executed by the then Owner or Owners of the Property, with joinders by all mortgagees, if any, provided same is also approved at public hearing by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters. After public hearing, should this Declaration of Restrictive Covenants be so amended, modified or released, the Director of the Department of Planning and Zoning, or his successor, shall forthwith execute a written instrument effectuating and acknowledging such amendment, modification or release.
6. Enforcement shall be by action against any parties or persons violating or attempting to violate any covenants. The prevailing party to any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
7. Invalidation of any of these covenants by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.
8. This Declaration shall be recorded in the public records of Miami-Dade County at the Owner's expense.
9. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
10. In the event of a violation of this Declaration, in addition to any other remedies available, Miami-Dade County is hereby authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as this Declaration is complied with.

[Execution Pages Follow]